

REMARKS

STATUS OF THE CLAIMS:

Claims 1-14 are pending.

Claims 1 and 6-9 are rejected under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite for failing to point out and distinctly claim the subject matter.

Claims 1 and 6-9 are rejected under 35 U.S.C. § 101 as allegedly being directed to non-statutory subject matter.

Claims 1-14 are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Michel et al., U.S. Patent No. 5,625,690, hereinafter "Michel," in view of Lampson et al., U.S. Patent Publication No. 2003/194094, hereinafter "Lampson," and in further view of Loeb et al., U.S. Patent No. 6,014,641, hereinafter "Loeb."

In accordance with the foregoing, the claims are amended, and, thus, the pending claims remain for reconsideration, which is respectfully requested.

No new matter has been added.

The Examiner's rejections are respectfully traversed.

35 U.S.C. § 112, SECOND PARAGRAPH, REJECTIONS:

The Office Action, at page 8, asserts "These claims fail to identify the corresponding structure of an apparatus. ... For example, term such as a part reporting, a part confirming, a part reporting is vague. This renders the claim indefinite."

Applicants respectfully disagree with the Office Action's assertion. Claim 1 recites, in part, "a part reporting registration certification to an accounting server from a terminal device, when contents to be charged for are accessed in the terminal device and which is previously registered in said accounting server." Thus, the claimed "part" performs a function of "reporting registration certification to an accounting server from a terminal device, when contents to be charged for are accessed in the terminal device and which is previously registered in said accounting server," as recited in claim 1. Applicants respectfully submit that one skilled in the art would recognize that the claimed "part" can be represented in many structural forms and accomplish the claimed function of "reporting registration certification to an accounting server from a terminal device, when contents to be charged for are accessed in the terminal device and which is previously registered in said accounting server," as recited, for example, in claim 1. In other words, any structure which performs the function of "reporting registration certification to

an accounting server from a terminal device, when contents to be charged for are accessed in the terminal device and which is previously registered in said accounting server,” regardless as to what that structure is called would qualify as “a part.” In one embodiment, a part is a computer controller 32 in FIG. 5. Further, the feature of an apparatus may be recited structurally or functionally (see MPEP § 2173.05(g)).

Accordingly, Applicants respectfully submit that claims 1 complies with the requirements of 35 U.S.C. §112, second paragraph, by particularly pointing out and distinctly claiming the subject matter. Furthermore, Applicants respectfully submit that claims 6-9 comply with the requirements of 35 U.S.C. §112, second paragraph, for similar reasons as claim 1. Withdrawal of the claim rejection is respectfully requested.

35 U.S.C. § 101 REJECTIONS:

The Office Action, at page 8, asserts that claims 1 and 6-9 are rejected under 35 U.S.C. § 101 because “claims 1, 6-9 are directed to an apparatus, however, there is no corresponding structure in the claims.”

Applicants respectfully disagree, because the recited “parts” are structures (e.g. “data processing part 32”) performing operations. The features of an apparatus claim may be recited structurally or functionally (MPEP § 2173.05(g)).

According, Applicants respectfully submit that claim 1 complies with the requirements of 35 U.S.C. § 101, by falling under the “machine” statutory class. Furthermore, Applicants respectfully submit that claims 6-9 comply with the requirements of 35 U.S.C. § 101 for similar reasons as claim 1.

Withdrawal of the claim rejection is respectfully requested.

35 U.S.C. § 103(a) REJECTIONS:

Independent claims 1-7, 9-11 and 13-14 are allegedly unpatentable over Michel, in view of Lampson, in further view of Loeb.

In accordance with the foregoing, claim 1 is amended to recite, in part, “when the license file is not determined to be valid and a user at the terminal device agrees to update the license file, access to the accounting server is carried out based on the registration certification, notification of charging is made to the accounting server and, after the completion of the charging, access to the contents is continued and a new license file received from the accounting server is installed.” Support for the claim amendment can be found, for example, at page 11, line 27 to page 12, line 17.

The Office Action at page 9 acknowledges that Michel and Lampson fail to disclose the claimed “when the license file is not determined to be valid ... a new license file received from the accounting server is installed,” as recited in claim 1. The Office Action asserts “The Examiner has interpreted this limitation as an automatic renewal feature as described in Loeb.”

Loeb, at column 2, lines 25-40, discusses:

Those subscribers who desired to continue subscription services returned the invoice along with payment for the subscriptions. One magazine publisher, the American Express Publishing Company (AEPC) implemented an automatic subscription renewal system. AEPC required that, in subscribing to its magazines, subscribers must not only agree to automatic 1-year subscription renewals, but also agree to charge payment for the renewals on the subscribers' American Express card.

Such automatic renewal systems suffered their own drawbacks. Publishers adopting automatic subscription renewal systems usually imposed automatic renewal as a nonoptional condition to magazine subscriptions. Subscribers often did not even realize that they had to affirmatively cancel their subscriptions to avoid renewal. This was confusing to unwitting subscribers wishing to discontinue receipt of magazines once their subscription terms had ended.

In other words, Loeb discusses an automatic magazine subscription renewal system where users agree to automatically renew a magazine subscription and agree to pay for the renewal via their credit card.

Accordingly, Applicants respectfully submit that Loeb fails to disclose, either expressly or implicitly the claimed “when the license file is not determined to be valid and a user at the terminal device agrees to update the license file ... **a new license file received from the accounting server is installed**,” because Loeb merely discusses automatically renewing a magazine subscription.

Furthermore, the Office Action, at pages 3-4 notes that Michel does not teach “certificates and licenses.” The Office Action relies upon Lampson to disclose the same.

However, Lampson merely discusses that each time an application 209 wants to access stored content 221, it passes its rights manager certificate 210 and the appropriate application storage key to the DRMOS 205. The key is validated and the rights manager certificate 210 is compared against the access predicate 222. After authentication, contents 221 and the license 223 are decrypted. The DRMOS determines if the application's use of the content is permitted and allows access if it is. (See Lampson, paragraph [0093]).

Accordingly, Applicants respectfully submit that Michel and Lampson fail to disclose, either expressly or implicitly, the claimed “when the license file is not determined to be valid and a user at the terminal device agrees to update the license file ... a new license file received from the accounting server is installed,” because, as acknowledged by the Office Action, Michel fails to disclose licenses and Lampson merely discusses a DRMOS (Digital Rights Management operating System) which determines if the application’s use of content is permitted.

Accordingly, Applicants respectfully submit that a *prima facie* case of obviousness cannot be based upon Michel, Lampson and Loeb, because there is no evidence that one skilled in the art would modify Michel, Lampson, Loeb or any combination of Michel, Lampson and Loeb to include the claimed “when the license file is not determined to be valid and a user at the terminal device agrees to update the license file ... a new license file received from the accounting server is installed,” as recited, for example, in claim 1 and see the benefit of enabling a user, at the terminal, to install a new license to access content.

Independent claims 2-7, 9-11 and 13-14 patentably distinguish over the cited references for similar reasons as independent claim 1.

Dependent claims 8 and 12 recite patentably distinguishing features of their own or are at least patentably distinguishing due to their dependence from the independent claims.

Withdrawal of the rejection of pending claims and allowance of pending claims is respectfully requested.

CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.


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If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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